

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

GETRONICSWANG CO., LLC,

Plaintiff,

v.

HYNIX SEMICONDUCTOR, INC. and  
SAMSUNG ELECTRONICS CO., LTD.

Defendants.

Civil Action No. 04-12382 (RCL)

**ANSWER**

Defendant Samsung Electronics Co., Ltd. (“Samsung”) answers the Complaint of GetronicsWang Co., LLC (“Getronics”) (the “Complaint”) as follows:

**Introduction**

No answer is required to the allegations contained in the paragraph headed “Introduction”, which merely purports to characterize the action and the claims brought by Getronics. To the extent that the paragraph headed “Introduction” is deemed to contain allegations of fact to which a response is required, Samsung denies such allegations insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

**Jurisdiction and Venue**

1. No answer is required to the allegations contained in paragraph 1 of the Complaint, which merely purport to state a legal conclusion.

2. No answer is required to the allegations contained in paragraph 2 of the Complaint, which merely purport to state a legal conclusion.

**Parties**

3. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.

4. Samsung admits the allegations contained in paragraph 4 of the Complaint.

5. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

**Allegations Common to All Counts**

6. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, except that Samsung admits that in 1991 Wang was the holder of a series of patents on SIMMS and that SIMMS are a variety of memory modules that enhance the data storage capability of personal computers. Answering further, Samsung states that any licensing agreement entered into between Samsung and Getronics or its predecessor in interest speaks for itself. Samsung further states that it is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

7. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint.

9. Samsung admits the allegations contained in paragraph 9 of the Complaint.

10. Samsung denies the allegations contained in paragraph 10 of the Complaint

insofar as those allegations are directed at Samsung, except that Samsung admits that after entering into a licensing agreement, Samsung began making royalty payments to Wang and that Samsung withheld from those payments an amount it had been directed to pay and did pay to the Korean tax authorities. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

11. Samsung is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, except that Samsung admits that from 1992 to 1996 it withheld from the royalty payments taxes it had been directed to pay to the Korean tax authorities in Korean currency. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

12. Samsung denies the allegations contained in paragraph 12 of the Complaint to the extent that they allege that no tax needed to be withheld by Samsung and that Samsung paid less than the full amount due under a licensing agreement as a result of improper withholding. Samsung is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 12.

13. Answering paragraph 13, Samsung admits that the response to the Competent Authority request was received in 2002 and that, as a result of that response, the Korean tax authorities refunded to Samsung amounts earlier withheld by Samsung and paid to the Korean tax authorities. Answering further, Samsung states that the document attached as Exhibit A to the Complaint speaks for itself. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

14. Samsung admits the allegations contained in paragraph 14 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

15. Samsung denies the allegations contained in paragraph 15 of the Complaint insofar as those allegations are directed at Samsung, except that Samsung admits that it paid over to Getronics the equivalent in U.S. Dollars of the entire amount it received from the Korean tax authorities at the time of the refund. Samsung further admits that because of the deterioration of the Won against the Dollar, the amount of money received from the tax authorities and paid over by Samsung to Getronics after the determination by the Competent Authority was worth less in U.S. Dollars at the time of the payment to Getronics than it had been at the time of the payment to the tax authorities. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

16. Samsung denies the allegations contained in paragraph 16 of the Complaint insofar as those allegations are directed at Samsung, except that Samsung states that to the extent the allegations in paragraph 16 purport to characterize or describe the meaning and requirements of a licensing agreement between Samsung and Getronics or its predecessor in interest, that agreement speaks for itself. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

17. Samsung denies the allegations contained in paragraph 17 of the Complaint insofar as those allegations are directed at Samsung, except that Samsung states that to the extent the allegations in paragraph 17 purport to characterize or describe the meaning and requirements of the licensing agreement between Samsung and Getronics or its predecessor in interest, the

agreement speaks for itself. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung

18. Samsung denies the allegations contained in paragraph 18 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

19. Samsung denies the allegations contained in paragraph 19 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

20. Samsung denies the allegations contained in paragraph 20 of the Complaint insofar as those allegations are directed at Samsung, except that Samsung admits it has not paid the amounts demanded by Getronics, because no such amounts are due. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

**COUNT I**  
**Breach of Contract**

21. Samsung repeats and incorporates by reference its responses to the allegations contained in paragraphs 1 through 20 of the Complaint as if fully restated herein.

22. Samsung denies the allegations contained in paragraph 22 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

23. Samsung denies the allegations contained in paragraph 23 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

24. Samsung denies the allegations contained in paragraph 24 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

**COUNT II**  
**Breach of the Duty of Good Faith and Fair Dealing**

25. Samsung repeats and incorporates by reference its responses to the allegations contained in paragraphs 1 through 24 of the Complaint as if fully restated herein.

26. Samsung denies the allegations contained in paragraph 26 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

27. Samsung denies the allegations contained in paragraph 27 of the Complaint insofar as those allegations are directed at Samsung. Samsung is without knowledge or information sufficient to form a belief as to the truth of allegations directed against a party other than Samsung.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Getronics' claims are barred by the applicable statute of limitations.

**THIRD AFFIRMATIVE DEFENSE**

Getronics' claims are barred by the doctrine of waiver.

**FOURTH AFFIRMATIVE DEFENSE**

Getronics, through its actions and/or omissions, has contributed to its own alleged losses and is otherwise estopped from asserting its claims against Samsung.

**FIFTH AFFIRMATIVE DEFENSE**

Getronics' contract allegations fail for lack of consideration.

**SIXTH AFFIRMATIVE DEFENSE**

Samsung hereby gives notice that it intends to rely on any other defense that may become available or appear during discovery in this case and reserves its right to amend its Answer to assert any such defenses.

WHEREFORE, Samsung respectfully requests that the Court:

1. Dismiss the Complaint with prejudice; and
2. Award Samsung its costs and fees, including attorneys' fees, incurred in defending this action.

SAMSUNG ELECTRONICS CO., LTD.,

By its attorneys,

/s/ Robert P. Sherman

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